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5 UNITED STATES DISTRICT COURT  
6 CENTRAL DISTRICT OF CALIFORNIA  
7 WESTERN DIVISON  
8

9 MATTHEW D. VAN STEENWYK,  
10 Individually, as Trustee and Beneficiary  
11 of The Matthew Van Steenwyk GST  
12 Trust and The Matthew Van Steenwyk  
13 Issue Trust, and as Co-Trustee of The  
14 Gretchen Marie Van Steenwyk-Marsh  
GST Trust and The Gretchen Marie Van  
Steenwyk-Marsh Issue Trust;  
GRETCHEN VAN STEENWYK-  
MARSH, individually,

15 Plaintiffs,

16 v.

17 KEDRIN E. VAN STEENWYK,  
18 Individually, as Successor Trustee of the  
19 Donald H. Van Steenwyk and Elizabeth  
20 A. Van Steenwyk 1996 Revocable Trust  
21 and Survivor's Trust, and as Executor of  
22 the Estate of Elizabeth Van Steenwyk;  
23 DANIEL CARTER, Individually;  
24 KIERAN DUGGAN, Individually;  
25 PAMELA PIERCE, Individually;  
26 JOSEPH MCCOY, Individually; S.  
27 WESTLEY SHEDD, Individually;  
STEPHEN ORR, Individually;  
GORDON THOMSON, Individually;  
TRENTON THORNOCK, Individually;  
ROBERT KERR, Individually;  
ADELAIDA CELLARS, INC., a  
California corporation; APPLIED  
TECHNOLOGIES ASSOCIATES,  
INC., a California corporation;  
SCIENTIFIC DRILLING  
INTERNATIONAL, INC., a Texas  
corporation; and ATA RANCHES,  
INC., a Delaware corporation, and  
DOES 1-10, inclusive,

28 Defendants.

Case No.: 2:24-cv-07401-FLA (AJRx)

*Hon. Fernando L. Aenlle-Rocha*

**~~PROPOSED~~ STIPULATED  
PROTECTIVE ORDER**

**~~PROPOSED~~ STIPULATED PROTECTIVE ORDER**

1 **1. GENERAL**

2 1.1 Purposes and Limitations. Discovery in this action is likely to involve  
3 production of confidential, proprietary, or private information for which special  
4 protection from public disclosure and from use for any purpose other than prosecuting  
5 this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition  
6 the Court to enter the following Stipulated Protective Order. The parties acknowledge  
7 that this Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends only  
9 to the limited information or items that are entitled to confidential treatment under the  
10 applicable legal principles. The parties further acknowledge, as set forth in Section 12.3,  
11 below, that this Stipulated Protective Order does not entitle them to file confidential  
12 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
13 followed and the standards that will be applied when a party seeks permission from the  
14 court to file material under seal.

15 1.2 Good Cause Statement.

16 This action is likely to involve trade secrets, customer and pricing information,  
17 and other valuable research, development, commercial, financial, technical and/or  
18 proprietary information for which special protection from public disclosure and from  
19 use for any purpose other than prosecution of this action is warranted. Such confidential  
20 and proprietary materials and information consist of, among other things, confidential  
21 business or financial information, information regarding confidential business practices,  
22 or other confidential research, development, or commercial information (including  
23 information implicating privacy rights of third parties), information otherwise generally  
24 unavailable to the public, or which may be privileged or otherwise protected from  
25 disclosure under state or federal statutes, court rules, case decisions, or common law.  
26 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
27 disputes over confidentiality of discovery materials, to adequately protect information  
28 the parties are entitled to keep confidential, to ensure that the parties are permitted

reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

## **2. DEFINITIONS**

2.1 Action: this pending federal lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm that has appeared on behalf of that party, including support staff.

2.11 Party: any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material in this Action.

2.13 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

### **3. SCOPE**

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial shall be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

1 **4. DURATION**

2 Once a case proceeds to trial, all of the court-filed information to be introduced  
3 that was previously designated as confidential or maintained pursuant to this protective  
4 order becomes public and will be presumptively available to all members of the public,  
5 including the press, unless compelling reasons supported by specific factual findings to  
6 proceed otherwise are made to the trial judge in advance of the trial. See Kamakana v.  
7 City and Cty. of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good  
8 cause” showing for sealing documents produced in discovery from “compelling  
9 reasons” standard when merits-related documents are part of court record).  
10 Accordingly, the terms of this protective order do not govern Protected Material used or  
11 introduced as an exhibit at the trial.

12 **5. DESIGNATING PROTECTED MATERIAL**

13 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
14 Party or Non-Party that designates information or items for protection under this Order  
15 must take care to limit any such designation to specific material that qualifies under the  
16 appropriate standards. The Designating Party must designate for protection only those  
17 parts of material, documents, items, or oral or written communications that qualify so  
18 that other portions of the material, documents, items, or communications for which  
19 protection is not warranted are not swept unjustifiably within the ambit of this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations that  
21 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,  
22 to unnecessarily encumber the case development process or to impose unnecessary  
23 expenses and burdens on other parties) may expose the Designating Party to sanctions.

24 If it comes to a Designating Party’s attention that information or items that it  
25 designated for protection do not qualify for protection, that Designating Party must  
26 promptly notify all other Parties that it is withdrawing the inapplicable designation.

27 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
28 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or

1 ordered, Disclosure or Discovery Material that qualifies for protection under this Order  
2 must be clearly so designated before the material is disclosed or produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic  
5 documents, but excluding transcripts of depositions or other pretrial or trial  
6 proceedings), that the Producing Party affix, at a minimum, the legend  
7 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
8 contains protected material. If only a portion or portions of the material on a page  
9 qualifies for protection, the Producing Party also must clearly identify the protected  
10 portion(s) (e.g., by making appropriate markings in the margins).

11 A Party or Non-Party that makes original documents available for inspection need  
12 not designate them for protection until after the inspecting Party has indicated which  
13 documents it would like copied and produced. During the inspection and before the  
14 designation, all of the material made available for inspection shall be deemed  
15 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
16 copied and produced, the Producing Party must determine which documents, or portions  
17 thereof, qualify for protection under this Order. Then, before producing the specified  
18 documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page  
19 that contains Protected Material. If only a portion or portions of the material on a page  
20 qualifies for protection, the Producing Party also must clearly identify the protected  
21 portion(s) (e.g., by making appropriate markings in the margins).

22 (b) for testimony given in depositions that the Designating Party identify  
23 the Disclosure or Discovery Material on the record, before the close of the deposition.

24 (c) for information produced in some form other than documentary and for  
25 any other tangible items, that the Producing Party affix in a prominent place on the  
26 exterior of the container or containers in which the information is stored the legend  
27 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
28

1 protection, the Producing Party, to the extent practicable, shall identify the protected  
2 portion(s).

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
4 to designate qualified information or items does not, standing alone, waive the  
5 Designating Party's right to secure protection under this Order for such material. Upon  
6 timely correction of a designation, the Receiving Party must make reasonable efforts to  
7 assure that the material is treated in accordance with the provisions of this Order.

8 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation  
10 of confidentiality at any time that is consistent with the Court's Scheduling Order.

11 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
12 process under Local Rule 37-1, et seq. Any discovery motion must strictly comply with  
13 the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

14 6.3 Burden. The burden of persuasion in any such challenge proceeding shall  
15 be on the Designating Party. Frivolous challenges, and those made for an improper  
16 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)  
17 may expose the Challenging Party to sanctions. Unless the Designating Party has  
18 waived or withdrawn the confidentiality designation, all parties shall continue to afford  
19 the material in question the level of protection to which it is entitled under the Producing  
20 Party's designation until the Court rules on the challenge.

21 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
23 disclosed or produced by another Party or by a Non-Party in connection with this Action  
24 only for prosecuting, defending, or attempting to settle this Action. Such Protected  
25 Material may be disclosed only to the categories of persons and under the conditions  
26 described in this Order. When the Action has been terminated, a Receiving Party must  
27 comply with the provisions of section 13 below (FINAL DISPOSITION).  
28



1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise  
5 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party  
6 may disclose any information or item designated “CONFIDENTIAL” only to:

7 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
8 as employees of said Outside Counsel of Record to whom it is reasonably necessary to  
9 disclose the information for this Action;

10 (b) the officers, directors, and employees (including House Counsel) of the  
11 Receiving Party to whom disclosure is reasonably necessary for this Action;

12 (c) Experts (as defined in this Order) of the Receiving Party to whom  
13 disclosure is reasonably necessary for this Action and who have signed the  
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (d) the Court and its personnel;

16 (e) court reporters and their staff;

17 (f) professional jury or trial consultants, mock jurors, and Professional  
18 Vendors to whom disclosure is reasonably necessary for this Action and who have  
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (g) the author or recipient of a document containing the information or a  
21 custodian or other person who otherwise possessed or knew the information;

22 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
23 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
24 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will  
25 not be permitted to keep any confidential information unless they sign the  
26 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed  
27 by the Designating Party or ordered by the Court. Pages of transcribed deposition  
28 testimony or exhibits to depositions that reveal Protected Material may be separately



bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

1 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a Non-Party  
4 in this Action and designated as “CONFIDENTIAL.” Such information produced by  
5 Non-Parties in connection with this litigation is protected by the remedies and relief  
6 provided by this Order. Nothing in these provisions should be construed as prohibiting  
7 a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to produce a  
9 Non-Party’s confidential information in its possession, and the Party is subject to an  
10 agreement with the Non-Party not to produce the Non-Party’s confidential information,  
11 then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party that  
13 some or all of the information requested is subject to a confidentiality agreement with a  
14 Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
16 Order in this Action, the relevant discovery request(s), and a reasonably specific  
17 description of the information requested; and

18 (3) make the information requested available for inspection by the Non-  
19 Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this Court within 14 days  
21 of receiving the notice and accompanying information, the Receiving Party may produce  
22 the Non-Party’s confidential information responsive to the discovery request. If the  
23 Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
24 information in its possession or control that is subject to the confidentiality agreement  
25 with the Non-Party before a determination by the Court. Absent a court order to the  
26 contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
27 Court of its Protected Material.  
28

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
3 Protected Material to any person or in any circumstance not authorized under this  
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing  
5 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve  
6 all unauthorized copies of the Protected Material, (c) inform the person or persons to  
7 whom unauthorized disclosures were made of all the terms of this Order, and (d) request  
8 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”  
9 that is attached hereto as Exhibit A.

10 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
11 **PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain  
13 inadvertently produced material is subject to a claim of privilege or other protection, the  
14 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure  
15 26(b)(5)(B). This provision is not intended to modify whatever procedure may be  
16 established in an e-discovery order that provides for production without prior privilege  
17 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach  
18 an agreement on the effect of disclosure of a communication or information covered by  
19 the attorney-client privilege or work product protection, the parties may incorporate their  
20 agreement in the stipulated protective order submitted to the Court.

21 **12. MISCELLANEOUS**

22 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
23 person to seek its modification by the Court in the future.

24 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
25 Protective Order, no Party waives any right it otherwise would have to object to  
26 disclosing or producing any information or item on any ground not addressed in this  
27 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
28 ground to use in evidence of any of the material covered by this Protective Order.

1        12.3 Filing Protected Material. A Party that seeks to file under seal any Protected  
2 Material must comply with Civil Local Rule 79-5. Protected Material may only be filed  
3 under seal pursuant to a court order authorizing the sealing of the specific Protected  
4 Material at issue; good cause must be shown in the request to file under seal. If a Party's  
5 request to file Protected Material under seal is denied by the Court, then the Receiving  
6 Party may file the information in the public record unless otherwise instructed by the  
7 Court.

8 **13. FINAL DISPOSITION**

9        After the final disposition of this Action, which includes the exhaustion or  
10 expiration of any appellate rights, within 60 days of a written request by the Designating  
11 Party, each Receiving Party must return all Protected Material to the Producing Party or  
12 destroy such material. As used in this subdivision, "all Protected Material" includes all  
13 copies, abstracts, compilations, summaries, and any other format reproducing or  
14 capturing any of the Protected Material. Whether the Protected Material is returned or  
15 destroyed, the Receiving Party must submit a written certification to the Producing Party  
16 (and, if not the same person or entity, to the Designating Party) by the 60 day deadline  
17 that (1) identifies (by category, where appropriate) all the Protected Material that was  
18 returned or destroyed, and (2) affirms that the Receiving Party has not retained any  
19 copies, abstracts, compilations, summaries or any other format reproducing or capturing  
20 any of the Protected Material. Notwithstanding this provision, counsel are entitled to  
21 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
22 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
23 reports, attorney work product, and consultant and expert work product, even if such  
24 materials contain Protected Material. Any such archival copies that contain or constitute  
25 Protected Material remain subject to this Protective Order as set forth in Section 4  
26 (DURATION).

27 //

28 //

1 **14. VIOLATION OF ORDER**

2 Any violation of this Order may be punished by any and all appropriate measures  
3 including, without limitation, contempt proceedings and/or monetary sanctions.  
4

5 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**  
6  
7

8 Dated: April 9, 2025

**UMHOFFER, MITCHELL & KING LLP**

9 /s/ Matthew Donald Umhofer

10 Matthew Donald Umhofer, Esq.

J. Anthony King, Esq.

11 Diane H. Bang, Esq.

*Attorneys for Plaintiffs*

12 Pursuant to Local Rule 5-4.3.4(a)(2)(i) I, Matthew Donald Umhofer, the filing  
13 attorney, attest that the other signatories on whose behalf this filing is submitted  
14 concur in the filing's content and have authorized the filing.

15 /s/ Matthew Donald Umhofer

16 Matthew Donald Umhofer, Esq.

17 Dated: April 9, 2025

**DECHERT LLP**

18 /s/ Michael D. Doluisio

19 Michael S. Doluisio

Jay Bhimani

20 *Attorneys for Defendant Kedrin E. Van*  
21 *Steenwyk*

22 Dated: April 9, 2025

**SHEPPARD MULLIN RICHTER &  
HAMPTON LLP**

23 /s/ James M. Glassman

24 James M. Glassman

25 Valerie E. Alter

26 Whitney Jones Roy

27 *Attorneys for Defendant Kedrin E. Van*  
28 *Steenwyk in her capacities as Executor of the*  
*Estate of Elizabeth Van Steenwyk and as*  
*Successor Trustee of the Donald H. Van*  
*Steenwyk and Elizabeth A. Van Steenwyk 1996*

*Revocable Trust and Survivor's Trust; and  
Adelaida Cellars, Inc.*

Dated: April 9, 2025

**PROSKAUER ROSE LLP**

/s/ Emily H. Kline

Jonathan M. Weiss  
Kevin Abikoff  
Mark D. Harris  
Adam Deming  
Emily H. Kline

*Attorneys for Defendants Gordon Thomson,  
Pamela Pierce, Joseph McCoy. and Stephen  
M. Orr*

Dated: April 9, 2025

**HOLLAND & KNIGHT**

/s/ John F. Wood

John F. Wood  
Brendan H. Connors

*Attorneys for Defendants Daniel, Carter  
Kieran Duggan and S. Westley Shedd*

Dated: April 9, 2025

**GREGOR | WYNNE | ARNEY, PLLC**

/s/ Lance C. Arney

Lance C. Arney  
Thomas M. Gregor

*Attorneys for Defendant Trenton Thornock*

Dated: April 9, 2025

**GRAY REED & MCGRAW LLP**

/s/ Christopher A. Davis

London England  
D. Scott Funk  
Christopher A. Davis

*Attorneys for Defendants Applied  
Technologies Associates, Inc., Scientific  
Drilling International, Inc. and ATA Ranches,  
Inc.*

1 Dated: April 9, 2025

**LEWIS BRISBOIS BISGAARD &  
SMITH LLP**

2  
3 /s/ Julian K. Quattlebaum IV

4 Craig Holden

Julian K. Quattlebaum IV

5 *Attorneys for Defendant Robert Kerr*

6  
7  
8 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

9  
10 DATED: 4/9/25

  
11 HON. J. JOEL RICHLIN  
United States Magistrate Judge



**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [full name], of \_\_\_\_\_ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of \_\_\_\_\_ [insert case name and number]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_